

CERTIFICATE OF COVERAGE

for

State of Indiana

ISSUED BY

Spectera Vision, Inc.
2811 Lord Baltimore Drive
Baltimore, MD 21244-2644
(410) 265-6033

**THIS CERTIFICATE IS A LEGAL CONTRACT BETWEEN THE STATE OF INDIANA
AND
SPECTERA VISION, INC.**

READ YOUR CERTIFICATE CAREFULLY

TABLE OF CONTENTS

| | Page |
|-----------------------------------|-------------|
| Definitions..... | 3 |
| Who is Eligible for Coverage..... | 4 |
| When You are Covered..... | 5 |
| Benefits in General..... | 6 |
| Table of Coverages..... | 7 |
| Exclusions From Coverages..... | 9 |
| Payment of Claims..... | 10 |
| Claims Processing..... | 10 |
| Grace Period..... | 10 |
| Clerical Errors..... | 11 |
| Individual Termination..... | 11 |
| Continuation of Benefits..... | 11 |
| Extension of Benefits..... | 11 |
| Representations..... | 12 |
| Legal Action..... | 12 |
| Information on the Coverage..... | 12 |

CERTIFICATE OF COVERAGE

This Certificate of Coverage is a summary of your vision coverage from Spectera Vision, Inc., which is called Spectera. This is just a summary, and you should read the Policy issued to your Group if you have any questions.

Your coverage includes Preferred Provider provisions. Preferred Providers have agreed to accept set fees for stated services. These fees are less than the fees which are charged by many Providers for the stated services.

DEFINITIONS

CLEAN CLAIM means a claim submitted by an Enrollee or Provider for payment for health care services provided to Enrollee that has no defect, impropriety, or particular circumstance requiring special treatment preventing payment.

CHILD means the biological child, stepchild, foster, legally adopted child of the Member or child who resides in the Member's home for whom the Member or spouse has been appointed legal guardian.

COPAYMENT means the amount stated on the Table of Coverages which an Enrollee must pay to get the covered services.

DEPENDENT means a Member's spouse or dependent child who meets the eligibility requirements of the Policy, who is enrolled in the Plan, and for whom Spectera has received all monthly payments due.

EMERGENCY means a medical condition that arises suddenly and unexpectedly and manifests itself by acute symptoms of such severity, including severe pain, that the absence of immediate medical attention could reasonably be expected by a prudent lay person who possesses an average knowledge of health and medicine to:

- (1) place an individual's health in serious jeopardy;
- (2) results in serious impairment to the individual's bodily functions; or
- (3) result in serious dysfunction of a bodily organ or part of the individual.

EMPLOYEE means all persons employed by the Group and includes elected and appointed officials and officers and managers.

ENROLLEE means a person:

1. who is eligible to be covered as stated in Section 1.6 of the Group Contract;
2. who is enrolled for coverage through the Group; and
3. for whom Spectera has received the monthly payment required.

ENROLLMENT LIST means the list of persons who are to be covered by the Group Contract as updated by the Group once per month.

LEGALLY ADOPTED CHILD includes a legally adopted child; any child living with a Member or his/her spouse which the Member or spouse intends to adopt through a suit or court action; and any child for whom an order has been entered granting the Member or his/her spouse (the adoptive parent) custody of the child for the purpose of adoption.

MEMBER means a person with a relationship with the Group as determined by the Group whose enrollment information has been provided to Spectera, who has met any probationary or waiting period set by the Group, and for whom Spectera has received the required monthly payment from the Group.

OPEN ENROLLMENT PERIOD is the yearly time period when Employees and their Dependents may enroll for coverage.

OPTOMETRIST means an optometrist, a Doctor of Optometry, or a therapeutic optometrist.

OPHTHALMOLOGIST means a physician licensed by the Medical Licensing Board of the State of Indiana's Health Professions Bureau and who specializes in ophthalmology.

POLICY or GROUP CONTRACT means the Group Vision Agreement and any amendments, endorsements, or riders which are attached to the Agreement by the Group and Spectera.

PREFERRED PROVIDER is any person or institution that is furnishing or providing vision services covered by the policy under a license, certificate or other authorization issued or granted under the laws of the State of Indiana, and who has a contract with Spectera to provide vision care to Enrollees, and who is on the Provider List as it is amended from time to time. The current Preferred Provider List is attached as Exhibit B.

NON-PREFERRED PROVIDER means any Provider who does not have a contract with Spectera to provide vision care to Enrollees.

SERVICE AREA means the entire State of Indiana.

WHO IS ELIGIBLE FOR COVERAGE

MEMBER COVERAGE. A Member is covered if he is on the monthly Enrollment List, which the State of Indiana gives to Spectera each month and if he has the right to the benefits arranged by the State of Indiana due to his employment status. A Member is not covered until he has met any probationary or waiting period set by the State of Indiana. An Employee or Dependent who does not elect plan participation when first eligible must wait for open enrollment to enroll,

unless a change in circumstance occurs which requires the opportunity for open enrollment under state or federal law.

DEPENDENT COVERAGE. Eligible Dependents are covered when they are enrolled for this coverage. The spouse of the Member is eligible to be a Dependent. A dependent child is eligible to be a Dependent if he is unmarried, less than nineteen and (1) the biological or Legally Adopted Child of the Member or his spouse; or (2) the foster child of the Member or his spouse; (3) a child for whom the Member or his spouse is the legal guardian; (4) step child; or (5) a child for whom the Member or his spouse must provide health care due to the terms of a divorce decree or a court order. The child will remain a Dependent until marriage or the end of the calender year in which he attains nineteen (19).

FULL-TIME STUDENT EXCEPTION TO AGE LIMITS. An unmarried child of a Member or his spouse who is a student on a full time day basis at an educational institution and who is at least nineteen (19) years old but less than twenty-three (23) years old can be covered if age is the only reason he would not be eligible. The child will remain a Dependent until he is no longer a full-time student, he is married or the end of the calender year in which he becomes twenty-three (23).

MENTALLY OR PHYSICALLY HANDICAPPED CHILD EXCEPTION TO AGE LIMITS. A child's coverage will not end on his nineteenth birthday if he is not married and if on his nineteenth birthday he is not able to support himself due to a lack of mental or physical capacity and primarily depends on the Member for support. The Member must give Spectera evidence of such disability and dependency within 120 days after the end of the calender year in which the Dependent becomes nineteen (19).

MARITAL STATUS AND DEPENDENT COVERAGE. A child shall not be denied coverage based on the marital status (or lack of marital status) of the child's parents.

WHEN YOU ARE COVERED

For Local Units, coverage shall commence the first day of the calender month following the first premium payment unless your unit arranges a different date with Spectera. For employees paid by the Auditor of the State, coverage is effective the first day of the calendar month following the first premium payment, and any subsequent changes in coverage takes effect four days after the corresponding bi-weekly payroll deductions. For direct bill agencies and individuals, coverage is effective the first day of the calender month following the first premium payment. However, a newborn Dependent child of the Member or his spouse is covered from birth. A foster child of a Member or his/her spouse is covered upon placement in the Member's home. A newly Legally Adopted Child of a Member or his/her spouse is covered upon placement in the Member's home for adoption or the date of entry of a court order granting the Member or his/her spouse custody of the child for adoption, which ever occurs first. In order to keep coverage after the first thirty one (31) days, the Member must enroll the Dependent and Spectera must get any required additional monthly payments no more than thirty one (31) days after the date of

birth; no more than thirty one (31) days after the date of placement in the foster home; or no more than thirty one (31) days after the date of placement in the adoptive home or the date of entry of a court order granting custody to Member or his/her spouse for the purpose of adoption which ever comes first.

If a court orders medical child support, the child may be enrolled at any time. Benefits and geographic availability will not be limited based on the date that the child is enrolled. If the Dependent would otherwise lose coverage because the parent can no longer get coverage, the child may be covered under an individual conversion policy.

Your coverage will end on the first of the following to occur:

1. You, or the Member through whom you get coverage, chooses not to keep the coverage during an Open Enrollment Period.
2. You no longer meet the eligibility requirements of the Group.
3. The Group ceases to be covered.

As the policyholder, the Group will be given sixty (60) days written notice of termination of the policy.

BENEFITS IN GENERAL

You may get the benefits described in the Table of Coverages no more often than once every twelve (12) months for each eye exam, no more often than once every twelve (12) months for each pair of lenses or set of contact lenses, and no more often than once every twenty-four (24) months for each frame. This means that once you have used your benefits, you must wait at least one year before you will be covered again for an eye exam and a pair of lenses or a set of contact lenses and you must wait two years before you will be covered again for frames.

APPOINTMENTS. A Preferred Provider will give you an appointment no more than two (2) weeks after you call for an appointment for covered benefits. When making an appointment you should explain that the vision benefits are through Spectera. If there are too few service hours or providers available to care for Enrollees, Spectera will expand the hours of service and increase the number of providers as needed.

EXAMINATION. You are entitled to an eye examination once every twelve (12) months. This examination consists of a vision survey, a visual analysis, and (if they are needed) the dispensing and fitting procedures that are described below.

1. Vision Survey. Subject to the applicable co-payment as stated in the Table of Coverages, an Optometrist or an Ophthalmologist will do an eye exam. This eye exam will include a case history.
2. Visual Analysis. After the Vision Survey is finished, a complete visual analysis will be made by an Optometrist or Ophthalmologist. This will include, but not limited to a refraction, diagnosis and, if needed, prescription and visual skill testing when indicated.

MATERIALS. If glasses are prescribed by a Preferred Provider, you will get one frame every twenty-four (24) months and one set of lenses every twelve (12) months by paying the applicable co-payment listed in the Table of Coverages. The frame and lenses will be first quality, 100% corrected curve and hardened according to Federal Standards. The lenses shall be standard plastic or glass single vision or lined multi-focal. Spectera will provide a generous selection of frames of sound quality from which to choose. If you choose a frame, which is not in this selection, you will be provided a wholesale allowance of \$40 towards the wholesale price. You will have to pay the balance. You must pay any co-payment or additional, non-covered frame price amount to the Preferred Provider who gives you the services.

CONTACT LENSES. Subject to the applicable co-payment as stated in the Table of Coverages, you may choose to receive one pair of standard, daily wear, or four (4) boxes (12 pair) of disposable contact lenses in lieu of eyeglasses.

EMERGENCY CARE. If it is not reasonably possible to use a Preferred Provider to get immediately needed medically necessary covered services, Spectera will pay a Non-Preferred Provider the lesser of (1) the usual, customary, and reasonable charge in the Service Area for the vision care services provided or (2) the amount agreed to between Spectera and the Non-Preferred Provider.

TABLE OF COVERAGES

| <u>Service</u> | <u>Service Provided by a Preferred Provider</u> | <u>Out of Network Reimbursement</u> |
|-----------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|
| Complete Refraction | Enrollee pays a \$10 copay. The comprehensive examination is 100% covered once every 12 months | Spectera pays a reimbursement of up to \$35 |
| <u>Glasses</u> - including single focus lenses and frames from standard selection | Enrollee pays a \$25 material copay. Clear, single vision lenses (glass or plastic) are 100% covered once every 12 months. Frames within the Spectera selection are 100% covered every 24 months. The \$25 material copay applies to the entire purchase, not the lenses and frame individually. | Spectera pays a reimbursement of up to \$25 for single vision lenses and up to \$35 for frames |
| <u>Glasses</u> - including | Enrollee pays a \$25 material copay. Clear, lined bifocal lenses (glass or plastic) are 100% | Spectera pays a |

| <u>Service</u> | <u>Service Provided by a Preferred Provider</u> | <u>Out of Network Reimbursement</u> |
|-----------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|
| bifocal lenses and frames from standard selection | covered once every 12 months. Frames within the Spectera selection are 100% covered every 24 months. The \$25 material copay applies to the entire purchase, not the lenses and frame individually. | reimbursement of up to \$40 for bifocal lenses and up to \$35 for frames |
| <u>Glasses</u> - including trifocal lenses and frames from standard selection | Enrollee pays a \$25 material copay. Clear, lined trifocal lenses (glass or plastic) are 100% covered once every 12 months. Frames within the Spectera selection are 100% covered every 24 months. The \$25 material copay applies to the entire purchase, not the lenses and frame individually. | Spectera pays a reimbursement of up to \$55 for trifocal lenses and up to \$35 for frames |
| <u>Glasses</u> - including lenticular lenses and frames from standard selection | Enrollee pays a \$25 material copay. Clear, lenticular lenses (glass or plastic) are 100% covered once every 12 months. Frames within the Spectera selection are 100% covered every 24 months. The \$25 material copay applies to the entire purchase, not the lenses and frame individually. | Spectera pays a reimbursement of up to \$80 for lenticular lenses and up to \$35 for frames |
| <u>Glasses</u> - including single vision, bifocal, trifocal or lenticular lenses and frames from the non-standard selection | Enrollee pays a \$25 material copay. Clear, single vision or lined multifocal lenses (glass or plastic) are 100% covered once every 12 months. Enrollee receives a \$40 wholesale frame allowance at all private practice network providers, and a minimum of \$100 retail allowance at all retail network providers. | Spectera pays a reimbursement of up to \$55 for lenses and up to \$35 for frames |
| <u>Contact Lenses</u> - daily wear | Enrollee pays a \$25 material copay. Selection contact lenses are 100% covered once every 12 months. A \$95 allowance will be applied toward the evaluation, fitting, and purchase of non-selection contact lenses once every 12 months. Please note: to receive the full \$95 allowance, you must receive your exam, fitting and evaluation at the same provider. | Spectera pays a reimbursement of up to \$95 for elective contact lenses and up to \$165 for medically necessary contact lenses |
| <u>Contact Lenses</u> - extended wear | Enrollee pays a \$25 material copay. Selection contact lenses are 100% covered once every 12 months. A \$95 allowance will be applied toward the evaluation, fitting, and purchase of non-selection contact lenses once every 12 months. Please note: to receive the full \$95 allowance, you must receive your exam, fitting and | Spectera pays a reimbursement of up to \$95 for elective contact lenses and up to \$165 for medically necessary contact lenses |

| <u>Service</u> | <u>Service Provided by a Preferred Provider</u> | <u>Out of Network Reimbursement</u> |
|------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|
| | evaluation at the same provider. | |
| <u>Contact Lenses - disposable</u> | <p>Enrollee pays a \$25 material copay. Four boxes (12 pairs) of disposable contact lenses are 100% covered once every 12 months.</p> <p>A \$95 allowance will be applied toward the evaluation, fitting, and purchase of non-selection contact lenses once every 12 months. Please note: to receive the full \$95 allowance, you must receive your exam, fitting and evaluation at the same provider.</p> | Spectera pays a reimbursement of up to \$95 for elective contact lenses and up to \$165 for medically necessary contact lenses |

EXCLUSIONS FROM COVERAGE

Spectera will not pay for the following:

1. Post cataract lenses; and
2. Sunglasses, plain; and
3. Non-prescription items; and
4. Replacement or repair of lenses and/or frames which have been lost or broken. However, minor repairs and adjustments will be done for the Enrollee at no cost; and
5. Medical or surgical treatment for eye diseases which require the services of a physician. However, the Enrollee will be told if the examination discloses that such treatment is required; and
6. Services or materials for which the Enrollee may be paid under Workers' Compensation Law or other similar employer's liability law, or services which the Enrollee obtains at no cost from any federal, state, county, city or other governmental organization, except Medicaid; and
7. Services and materials which are not specifically listed as covered; and
8. Cosmetic extras such as tints, designer lenses, progressive lenses, unlined bifocal lenses and designer frames.

PAYMENT OF CLAIMS

1. **PREFERRED PROVIDERS.** In order to get a prompt appointment, the Enrollee must call for an appointment and tell the Preferred Provider that the Enrollee is covered by Spectera. The Enrollee will not be asked to pay any amount for covered services given by the Preferred Provider, other than the co-payment of \$10 for an eye exam and \$25 for materials.
2. **NON-PREFERRED PROVIDERS.** You may choose to receive your benefits from a Non-Preferred Provider. If you go to a Non-Preferred Provider, your benefits will be provided to you in the form of a reimbursement after a valid claim for reimbursement is submitted to Spectera. A claim is an itemized statement of services and charges which includes the services provided, the date services were provided, the name of the provider, the patient's name, the Member's Social Security number, the patient's address, the patient's date of birth and a request that Spectera pay all or part of the charges. You must send a claim to Spectera within thirty (30) days of receiving such covered services or as soon as reasonably possible. You will not be reimbursed more than the amount stated in the Table of Coverages. For covered services, Spectera will pay the lesser of (a) the amount charged for such services or materials, or (b) the maximum amount shown in the Table of Coverages. However, if a covered service is not available through a Preferred Provider in the Service Area and the Enrollee receives the service from a Non-Preferred Provider, Spectera will pay the lesser of (1) the usual, customary, and reasonable charge in the Service Area for the vision care services provided or (2) the amount agreed to between Spectera and the Non-Preferred Provider. It is important to remember that if you choose a Non-Preferred Provider, that Non-Preferred Provider will control the quality of the services and materials you receive.

CLAIMS PROCESSING

Spectera will acknowledge that it has received a claim, begin to investigate the claim, and ask for any additional items which Spectera needs to process the claim no more than thirty (30) days after it receives the claim if it has been submitted electronically and no more than forty-five (45) days if it has been submitted in paper form. (For service received from a Preferred Provider, the claim is considered to have been filed on the date of service.) Spectera will notify the Enrollee in writing that it will pay the claim or that it has denied the claim. This notice will be given no more than thirty (30) days after Spectera has received all items needed to process the claim. If the claim is denied, the notice sent by Spectera will state all of the reasons that the claim was denied.

GRACE PERIOD

There is a thirty-one (31) day grace period which starts on the monthly due date for payment of each monthly payment. If a monthly payment is not made when due, Spectera will send written notice to the Group stating that coverage will be terminated at the end of the grace period if all

monthly payments owed are not paid in full. You will be covered during this grace period and claims will be paid. This grace period does not apply to the first payment. If any monthly payment is not paid in full on the date the grace period expires, the Group Contract and your coverage will end.

CLERICAL ERRORS

An adjustment of monthly payment will be made when a clerical error is discovered in the records pertaining to the coverage under the Group Contract. No such error will void or continue coverage that is otherwise validly in force or terminated. Refunds or billing adjustments will be made only for errors made during the preceding twenty-four (24) months.

INDIVIDUAL TERMINATION

You may add a Dependent to the list of persons covered during any Open Enrollment Period. There is an Open Enrollment Period at least once each year. The Group will tell you the dates of each Open Enrollment Period.

Coverage on a Member under the Group Contract terminates as of the date the Member no longer meets the eligibility requirements for a Member as set forth in the Group Contract. A Dependent ceases to be covered as of the date the Dependent no longer meets the eligibility requirements for Dependents. A Dependent also ceases to be covered as of the date the Member whom the Dependent gets benefits through is no longer an Enrollee. Coverage may be terminated by the Member for the Member or for that Member's dependents during any Open Enrollment Period.

CONTINUATION OF BENEFITS

If covered services are in progress as of the date on which coverage ends, Spectera will cover the completion of such services. This provision will not apply if the termination is due to a failure to pay monthly payments.

EXTENSION OF BENEFITS

A totally disabled Enrollee may extend his benefits if:

1. The Group Contract ends and the Group does not replace it with substantially similar coverage; and
2. The Enrollee is totally disabled on the date that coverage through the Group Contract ends; and
3. The total disability continues for at least ninety (90) days; and

4. The condition which caused the total disability is covered by the Group Contract.

If an Enrollee is entitled to an extension of benefits through this provision, Spectera will pay for the costs of treating the covered condition which caused the total disability. An Employee is totally disabled if he is completely unable to perform all of the substantial and material duties and functions of his job and any other job in which the Employee's earnings are substantially the same. A Dependent is totally disabled while he is confined in a hospital.

REPRESENTATIONS

The validity of the Group Contract will not be contested after the Group Contract has been in force for two years. Any statement made by the Group or by any Enrollee will be deemed a representation and not a warranty. If there is no fraud, no statement made to effect insurance will void such coverage or reduce the benefits unless it is signed by a representative of the Group, and a copy of the signed writing has been given to the Group or to the Enrollee or to his beneficiary. Spectera does not rely on the statements of the Enrollee to determine eligibility. If monthly payments are not paid when due, Spectera may terminate the Group Contract at any time after the Grace Period ends.

LEGAL ACTION

You may only sue based on the Group Contract between sixty (60) days and three (3) years after a claim has been filed with Spectera. A claim is an itemized statement of services and charges which includes the services provided, the date services were provided, the name of the provider, the patient's name, the Member's Social Security number, the patient's address, the patient's date of birth and a request that Spectera pay all or part of the charges. For service received from a Preferred Provider, the claim is considered to have been filed on the date of service.

INFORMATION ON THE COVERAGE

If you want more information than is provided by this Certificate of Coverage, you may find out more by calling Spectera's Customer Service Department at (800)-638-3120. Representatives are available Monday –Friday, 8:30am-8:00pm EST.

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